



Property Improvement Program (PIP) Application

Name: _____

Name of Business/Property to be Renovated: _____

Address: _____

Telephone Number: _____

Are you the Property Owner or Business Owner? _____

Type of Improvement(s) Planned: _____

Incentive Amount: \$ _____

Total Cost of Project: \$ **\$213,792.00 CC - 11/29/2022**

I hereby submit the attached plans, specification and color samples for the proposed project and understand that these must be approved by the Hollywood, Florida Community Redevelopment Agency ("CRA"). No work shall begin until I have received written approval from the CRA. I further understand that unless otherwise approved by the CRA Board, funding will not be paid until the project is complete.

Signature of Applicant

Á
Á

Date

Print Name

Á

Jefferson Property 18 LLC

2000 Jefferson St
Hollywood, FL 33020



November 1, 2022

Hollywood CRA

1948 Harrison Street Hollywood, FL 33020

Re: Letter of Intent for Submission of Application for Property Improvement Program ("PIP")

Hollywood CRA:

I am one of the Managers for Jefferson Property 18 LLC. This property is located at 2000 Jefferson St. Hollywood, FL 33020. We have great admiration for the city of Hollywood and their efforts in making their city one of the top cities in all of Florida. We have heard about the tremendous help the CRA board has offered local owners to enhance the area and we are excited to be a part of this.

For this building we have a budget of \$400,000 in improvements we will be implementing for the property. The improvements will include items like repainting of the building, removing the window units and replacing them with mini split systems, landscaping around the building, replacing all windows with hurricane impact windows, adding Quoins and Pilasters to all corners and the façade of the building, and a new dumpster gate. Among all these improvements, we will also be doing heavy interior renovations to the property.

Our goal is to improve the community we are in by setting an example of what properties should look like in this area. We believe that improving this property the way we plan, will influence neighboring owners to improve their properties.

We are currently engaged with an architect that is drafting up a full set of plans for the work that is intended on this property. We have spoken with multiple contractors for the different traits we want to accomplish. As of now, we have chosen selected multiple contractors for this work. They are excited to help our image become a reality.

After speaking with Christopher and attending the seminar, we fully comprehend the steps necessary to apply for this grant. We will be working off the checklist that was given to us and submit the items as they come in. We are excited to present this project to the CRA board.



Manager
Hanan Y Shany
C/O 2206 Fillmore LLC &
Jefferson property 18 LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BNP COVERAGE INC 216-22 JAMAICA AVENUE QUEENS VILLAGE, NY 11428		CONTACT NAME: BEN PELEG PHONE (A/C, No, Ext): (718) 217-7000 FAX (A/C, No): (718) 217-7070 E-MAIL ADDRESS: ben@bnpcoverage.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WESTCHESTER SURPLUS LINES	
		NAIC # 10172	
INSURED 2206 FILLMORE STREET LLC & JEFFERSON PROPERTY 18 LLC 2000 JEFFERSON STREET HOLLYWOOD, FL 33020		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	FSF16952643001	10/07/2022	10/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	FSF16952643001	10/07/2022	10/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	Y	Y	UMBFLF1695472A1	10/07/2022	10/07/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an Additional Insured with respect to General Liability

CERTIFICATE HOLDER

CANCELLATION

HOLLYWOOD CRA 1948 HARRISON STREET HOLLYWOOD, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. *30 DAYS' NOTICE OF CANCELLATION / 10 DAYS NOTICE FOR NON-PAYMENT AUTHORIZED REPRESENTATIVE
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Site Address	2000 JEFFERSON STREET, HOLLYWOOD FL 33020	ID #	5142 15 01 0280
Property Owner	2206 FILLMORE STREET LLC JEFFERSON PROPERTY 18 LLC	Millage	0513
Mailing Address	3301 NE 183 ST UNIT 2007 AVENTURA FL 33160	Use	03-01
Abbr Legal Description	HOLLYWOOD 1-21 B LOT 17,18 BLK 2		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2023 values are considered "working values" and are subject to change.
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Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$123,170	\$1,759,880	\$1,883,050	\$1,883,050	
2022	\$123,170	\$1,759,880	\$1,883,050	\$1,883,050	\$44,934.74
2021	\$123,170	\$1,589,950	\$1,713,120	\$1,713,120	\$41,566.26

2023 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,883,050	\$1,883,050	\$1,883,050	\$1,883,050
Portability	0	0	0	0
Assessed/SOH	\$1,883,050	\$1,883,050	\$1,883,050	\$1,883,050
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,883,050	\$1,883,050	\$1,883,050	\$1,883,050

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
9/29/2022	WD-Q	\$2,300,000	118437837	\$9.00	13,685	SF
5/1/1975	WD	\$175,000	6205 / 416			
7/1/1972	WD	\$126,000				
9/1/1968	WD	\$87,000				
7/1/1968	WD	\$80,000				
				Adj. Bldg. S.F. (Card, Sketch)		11866
				Units		18
				Eff./Act. Year Built: 1960/1938		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
18								



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
2206 FILLMORE STREET LLC

Filing Information

Document Number	L19000282971
FEI/EIN Number	84-3952499
Date Filed	12/02/2019
State	FL
Status	ACTIVE

Principal Address

3301 NE 183RD STREET, UNIT 2007
AVENTURA, FL 33160

Changed: 02/24/2021

Mailing Address

3301 NE 183RD STREET, UNIT 2007
AVENTURA, FL 33160

Changed: 02/24/2021

Registered Agent Name & Address

SHANY, HANAN
3301 NE 183RD STREET, UNIT 2007
AVENTURA, FL 33160

Address Changed: 02/24/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

SHANY, HANAN
3301 NE 183RD STREET, UNIT 2007
AVENTURA, FL 33160

Annual Reports

Report Year	Filed Date
2020	03/06/2020
2021	02/24/2021
2022	03/05/2022

Document Images

03/05/2022 -- ANNUAL REPORT	View image in PDF format
02/24/2021 -- ANNUAL REPORT	View image in PDF format
03/06/2020 -- ANNUAL REPORT	View image in PDF format
12/02/2019 -- Florida Limited Liability	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JEFFERSON PROPERTY 18 LLC

Filing Information

Document Number	L22000373687
FEI/EIN Number	NONE
Date Filed	08/24/2022
Effective Date	08/24/2022
State	FL
Status	ACTIVE

Principal Address

800 SE 4TH AVE SUITE 804
IZAK BEN NAIM
HALLANDALE BEACH, FL 33009 UN

Mailing Address

800 SE 4TH AVE SUITE 804
IZAK BEN NAIM
HALLANDALE BEACH, FL 33009 UN

Registered Agent Name & Address

BEN NAIM, IZAK
800 SE 4TH AVE
SUITE 804
HALLANDALE BEACH, FL 33009

Authorized Person(s) Detail

Name & Address

Title MGR

BEN NAIM, IZAK
800 SE 4TH AVE
HALLANDALE BEACH, FL 33009 UN

Annual Reports

No Annual Reports Filed

Document Images

[08/24/2022 -- Florida Limited Liability](#)

[View image in PDF format](#)



***1943 Monroe St. - Barclay Arms
North Facade From Jefferson Before***

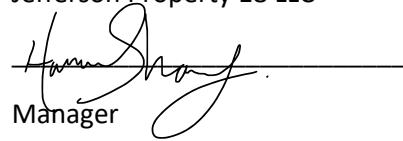
November 2, 2022

To Whom It May Concern:

This letter is to authorize Jefferson Property 18 LLC & 2206 Fillmore LLC Owners of 2000 Jefferson St. Hollywood, FL 33019 to enter into an agreement with the CRA board for the Property Improvement Program.

A handwritten signature in black ink, appearing to read "Hamm Shong", is written over a horizontal line.

Manager
Jefferson Property 18 LLC

A handwritten signature in black ink, appearing to read "Hamm Shong", is written over a horizontal line.

Manager
2206 Fillmore LLC



HOLLYWOOD CRA GRANT PROGRAM BID SUMMARY

Business or Condo Name: **JEFFERSON PROPERTY 18 LLC (Hanan Y Shany)**

Property Address: **2000 Jefferson St, Hollywood, FL 33020**

PIP

WORK DISCIPLINE: Impact Windows & Doors

Contractor .001 WDX	\$125,000.00	SELECTED
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Contractor .002 Elite Window & Doors \$135,000.00

Contractor .003 KMJ 26 Construction, LLC \$144,900.89

WORK DISCIPLINE: HVAC *

Contractor .001 To Be Updated	\$28,800.00	SELECTED
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WORK DISCIPLINE: Fence & Dumpster Enclosure *

Contractor .001 To Be Updated	\$21,800.00	SELECTED
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WORK DISCIPLINE: Landscaping *

Contractor .001 To Be Updated	\$18,492.00	SELECTED
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WORK DISCIPLINE: Landscaping *

Contractor .001 To Be Updated	\$19,700.00	SELECTED
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TOTAL PROJECT COST

\$213,792.00

Overage

\$113,792.00

TOTAL INCENTIVE AMOUNT

23%

\$50,000.00

(Up To 50% Of Total Project Cost With A \$50,000 Max)

NOTES: * Grant Award will be contingent on completion of the HVAC, Fence & Dumpster Enclosure, Landscaping, and Paint completion. Selected Contractors for scope of work are not part of the Grant.



SBH SEAL
d/b/a WDX Impact Windows and Doors

2000 Jefferson Street
Hollywood, FL 33020
Attn.: Thiel Ben-Naim

November 1, 2022

Dear Thiel & Joseph,

Thank you for the opportunity,

We assume there are no changes to the details of the Proposal 361907 , for \$125,000

Please refer to details below as to window type, door type etc. The SFT of Glass is 2,544.33

Assembly system is as follows:

System	QTY	SQ FT	NOA
ES 8000- Store Front	1	39.38	21-0517.02
ES 9000 Swing Door	1	19.44	18-0319.09
ES-MX1000 SH	4	37.58	20-0915.01
ES-MX1500 FIXED W	19	109.21	20-1208.09
ES-MX1500 SHAPE W	10	42.45	20-0517.02
ES-MX2000 HR	75	2,258.81	20-1202.06
ES-MX3000 SWING DOOR	2	37.46	21-0113.10
MULLION	7	2.63	20-1118.13

Our Offer will include our supervision from the time you place your order with us including project supervision during the entire project.



SBH SEAL
d/b/a WDX Impact Windows and Doors

Terms are as follows

At order (prior to measurement):	\$48,500
Prior to Delivery:	\$48,500
Commencement of Installation:	\$14,000
Upon completion:	\$14,000
Total	\$125,000

We ask that your GC ensures that prior to installation all weather proofing is done if required.

Delivery time 12 weeks

Our goal is not to just completely satisfy you in quality and installation, we look forward to a long-term relationship.

Amram Grynsztein: _____

Thiel Ben Naim: _____

Date:



SBH SEAL
d/b/a WDX Impact
Windows and Doors

Inclusions and Exclusions

Inclusions:

1. If required: signed and sealed shop drawings, samples, submittals and engineering fees.
2. Provide certificate of insurance coverage upon request
3. 3-year manufacturer warranty for material and labor, free from faults and defects from date of final completion
4. Installation
5. Delivery to jobsite
6. Removal or disposal only of products being replaced
7. NOA's or product manuals
8. Permit processing fee
9. Door Hardware Closer is optional, can include at \$200 per door installed.
10. Delivery Time: 12 Weeks
11. Offer is Valid for 14 days
12. Wood Bucks
13. Payment Terms: 60% Upon order, 30% Prior to Delivery and 10% Upon completion

Exclusions:

1. City Permit Fees
2. Weather Proofing to be done prior to installation
3. Stucco repair during or after installation
4. Equipment rental, hoisting, scaffolding (unless included in quote)
5. Inside Wood Door framing/casements

Florida DRIVER LICENSE

M642-284-51-327-0 CLASS E

1. MORALES
2. GILBERT DAVID
3. 89404 SW 77TH AVE APT M1
MIAMI, FL 33156-7973

3. DOB 03/07/1951 SEX M
4B EXP 03/07/2030 HT 5'-08"
12 REST B 9a END NONE

SAFE DRIVER
4a ISS 06/27/2022
5DQ X652206274298

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

G. DAVID MORALES
President/CEO
CGC061549

C: (786) 236 5755
david@candcc.net

CONSTRUCTION & CONSULTING CONTRACTORS, LLC.

7434 SW 48 Street, Suite B, Miami, Florida 33155
P: (786) 236 5755 • F: (786) 409 3763
www.candcc.net

"REDEFINING EXCELLENCE"

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC061549 ISSUED: 08/06/2022

CERTIFIED GENERAL CONTRACTOR
MORALES, GILBERT DAVID
CONSTRUCTION & CONSULTING CONTRACT

Gilbert Morales
Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 3/13/2021 EXPIRATION DATE: 3/13/2023
PERSON: GILBERT MORALES EMAIL: DAVID@CANDCC.NET
FEN: 812310617
BUSINESS NAME AND ADDRESS:
CONSTRUCTION & CONSULTING CONTRACTORS, LLC

7434 SW 48TH STREET STE. B
MIAMI, FL 33155

SCOPE OF BUSINESS OR TRADE:
Concrete-Project Manager,
Construction Executive,
Construction Manager or
Construction Superintendent

008564

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4338281

BUSINESS NAME/LOCATION
CONSTRUCTION & CONSULTING CONTRACTORS LL
C
7434 SW 48TH ST STE B
MIAMI FL 33155-4496

RECEIPT NO.
RENEWAL
4527512

**EXPIRES
SEPTEMBER 30, 2023**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CONSTRUCTION & CONSULTING CONTRACTORS LL
C
C/O GILBERT DAVID MORALES QUALIFIER
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC061549

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/08/2022
INT-22-352422

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No. Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED SBH Seal FL LLC DBA WDX 21348 Greenwood Ct Boca Raton, FL 33433	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Next Insurance US Company		16285
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 889979446

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NXTQYLADAA-00-GL	11/12/2021	11/12/2022	EACH OCCURRENCE	\$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXTQYLADAA-00-GL	11/12/2021	11/12/2022	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is The Hollywood CRA. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

The Hollywood CRA
1948 Harrison St
Hollywood, FL 33020

LIVE CERTIFICATE



[Click or scan to view](#)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/15/2021

EXPIRATION DATE: 11/15/2023

PERSON: MIRYAN GRYSZTEIN

EMAIL: FLORIDA@SBHSEAL.COM

FEIN: 853514398

BUSINESS NAME AND ADDRESS:

SBH SEAL FLORIDA LLC

WDX IMPACT WINDOWS AND DOORS

21348 GREENWOOD CT

BOCA RATON, FL 33433

SCOPE OF BUSINESS OR TRADE:

Store: Wholesale -NOC

Sash, Door or Assembled
Millwork Dealer & Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



1943 Monroe St. - Barclay Arms
North Facade From Jefferson After



1943 Monroe St. - Barclay Arms
North Facade From Jefferson After



1943 Monroe St. - Barclay Arms
North Facade From S. 20th Ave. After



1943 Monroe St. - Barclay Arms
North Facade From Jefferson After



1943 Monroe St. - Barclay Arms
North Facade From Jefferson After



Elite Windows & Doors

CGC1526484

SHOWROOM
1010 NW 15th Ave
Pompano Beach, FL 33169
954-972-0082

FACTORY
1100 NW 15th Ave
Pompano Beach, FL 33169
954-972-0026

Master Home Improvement Agreement

This **MASTER HOME IMPROVEMENT AGREEMENT** ("Agreement") is entered into by and between Elite Windows & Doors LLC, a Florida limited liability company licensed by the State of Florida under General Contractor License No. CGC1526484 ("Contractor"), and the Customer set forth below, jointly and severally, as applicable, ("Owner"), and whose principal address and contact information is set forth below.

Customer: 2206 Fillmore Street LLC / Jefferson Property LLC Date ("Effective Date"): 11/7/22

Subject Property Address: 2000 Jefferson Street Hollywood FL 33020

Billing Address (if different from above): 33

Cell: 305-498-8108

Email: Thiel@BBCCapitalgroup.com

Elite Rep: Oren Cohen

Job Number: 5981007

The Owner and Contractor (from time to time each referred to individually as a "Party" and together as the "Parties") agree to be bound as set forth in the following:

1. The Remodeling Project and Extent of Agreement

1. Contractor agrees to furnish all labor, materials and services necessary for the construction of certain improvements to Owner's real property located at the Subject Property listed above located in ☒ Broward ☐ Dade or ☐ Palm Beach County, Florida (the "Subject Property"), as more particularly set forth on the Specifications set forth on **Schedule A** (the "Project").

2. Contractor shall perform the services required pertaining to the Project and with respect to such services, shall be responsible to Owner. Contractor agrees to furnish or caused to be furnished through suppliers and subcontractors, general construction management, supervision, labor and materials necessary to complete the Project.

3. If Owner refuses to accept a vendor or subcontractor recommended by Contractor, Contractor shall recommend an acceptable substitute and the Total Project Price, if applicable, shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate amendment to this Agreement in the form of a change order ("Change Order") shall be issued. All Change Orders must be in writing and signed by all Parties. The Owners agree that changes resulting in the furnishing of additional labor or materials will be paid for prior to the commencement of the extra work. If more than one Owner, each Owner agrees that either of them may sign a Change Order, and that signature will be binding on both.

4. This Agreement shall be deemed to incorporate by reference all Exhibits and Schedules, all of which shall constitute one agreement entered into by the Contractor and the Owner, as may be amended only by the mutual written consent of the Parties from time to time. This Agreement embodies the entire agreement and understanding between Contractor and the Owner with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the Project and the subject matter hereof. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any individual or entity other than the Parties hereto any rights, remedies, obligations or liabilities hereunder.

5. No oral or written representations have been made other than as expressly set forth in this Agreement, or in addition to those stated, in this Agreement, and Owner is not relying on any oral statements made by Contractor, or any of Contractor's representatives or affiliates, in entering into this Agreement.

Additional Exhibits and Schedules:

- ☐ Schedule A – Project Specifications
☒ Exhibit A – Additional Terms for Window and Door Replacements

Payment Terms and Method of Payment

1. In consideration of the performance for the services related to the Project, Owner agrees to pay Contractor an amount in cash equal to:

Contract Price: \$ 135,000 (the "Total Project Price") ☐ Cash ☒ Check ☐ Credit Card
☐ 3rd Party Financing* ☐ PACE Financing**

9. Arbitration and Governing Law

9.1. Except for claims by the Owner of defective construction, which are governed solely by the "right-to-cure" law disclosed in paragraph 10.1, all claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, must exclusively be decided by arbitration proceedings as described herein, to be held in the county in which the Subject Property described herein is located, and both Parties agree to be bound by the decision rendered in such proceedings. Within fifteen days (15) of a written demand for arbitration, the Parties shall agree to arbitration by a single arbitrator with qualified experience in the construction industry. Within ten (10) days thereafter the arbitrator shall select a mutually agreeable arbitration date. If either Party fails to agree to an arbitration date, or attend the scheduled arbitration, the other Party may file an action in a court of competent jurisdiction to enforce the terms of this Section 9.1. The arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes); provided, however, the final hearing shall be held not more than sixty (60) days after the receipt of the demand for arbitration and the final decision shall be rendered not more than thirty (30) days after the conclusion of the final hearing. The dates provided in this Section 9.1 may be extended by the mutual consent of the Parties.

9.2. The award rendered by the arbitrators shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof, if within the time prescribed by the arbitrator no action has been taken to comply with said order.

9.3. Unless otherwise agreed in writing, Contractor shall continue to perform under this Agreement during any arbitration proceedings, and Owner shall continue to make payments in accordance with this Agreement, unless Contractor has exercised its right to terminate this Agreement in accordance with Section 8.2.

9.4. In the event of any disputes arising out of or in connection with this Agreement, the prevailing Party therein shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including but not limited to, any trial or appellate proceedings, as well as prior to or during any of the alternative dispute resolution mechanisms. The selected arbitrator shall determine entitlement to and amount of any prevailing party attorney's fees and costs.

9.5. This Agreement shall be governed in accordance with the laws of the State of Florida without regard to its conflicts of law provisions.

10. Right to Cure; Recovery Fund and Lien Law

10.1. FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTOR, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECT AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

OWNER ACKNOWLEDGES THAT OWNER HAS READ THE PROVISIONS OF SECTION 10.1 ABOVE:

Initial/s:

10.2. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board

1940 North Monroe Street, Suite 42, Tallahassee, Florida 32399-2202 : Phone: (850) 487-1395

10.3. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS

MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIAL OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES YOU CONSULT AN ATTORNEY.

11. Certain Owner Obligations and Hazardous Materials

11.1. In addition to any particular obligations set forth in this Agreement, Owner covenants that Owner's family members or agents shall not in any manner utilize, communicate or contract with Contractor's employees, subcontractors, subcontractor's employees or agents, or material suppliers, nor perform or permit any work on the Subject Property, without the prior written approval of Contractor, which approval may be withheld in the Contractor's unrestricted discretion. If such consent is given, then Owner shall be solely responsible for the payment, shipment, delivery, insurance, installation, and damages for delay arising therefrom and agrees to hold Contractor harmless in any and all actions that may arise.

11.2. In general, Owner shall furnish information reasonably required as necessary for the orderly progress of the Project.

11.3. Owner shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. Owner shall also provide utility services required by the Contractor at Owner's cost. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractors and workmen shall not be expected to keep gates closed for animals and children. Contractor shall protect adequately the Subject Property and adjacent property subject to this contract but shall not be held responsible for damage to driveways, walks, lawns, trees, and shrubs by movement of trucks unless due to Contractor's gross negligence.

11.4. Owner agrees to remove or protect any personal property, inside and out, including shrubs and flowers which cannot be protected adequately by Contractor and Contractor shall not be held responsible for damage to or loss of said items.

11.5. Unless herein specifically provided for, the Contractor shall not be responsible for removal and for disposal of any "Hazardous Materials" as defined by any Federal, State or Local law, regulation, or ordinance, including without limitation, lead based paint, mold, asbestos and asbestos containing material, and if such "Hazardous Materials" are encountered in the course of the Project, then Owner shall pay any and all additional costs to remove and/or dispose of such "Hazardous Materials" in accordance with such Federal, State, and Local laws, regulations, and ordinances. OWNER HEREBY WAIVES AND RELEASES CONTRACTOR FROM ALL LIABILITY FOR ANY DAMAGES, BOTH TO PERSON AND PROPERTY, SUFFERED BY OWNER AS A RESULT OF CONTRACTOR'S REMOVAL OF HAZARDOUS WASTE INCLUDING LEAD BASED PAINT. OWNER AGREES TO INDEMNIFY AND HOLD CONTRACTOR HARMLESS FOR ANY DAMAGES SUFFERED BY CONTRACTOR AS A RESULT OF OWNER'S REMOVAL OF HAZARDOUS WASTE INCLUDING LEAD BASED PAINT. SHOULD A LEGAL ACTION BE FILED AGAINST CONTRACTOR FOR SUCH A CLAIM, OWNER SHALL INDEMNIFY CONTRACTOR FOR ALL DAMAGES AND COSTS SUFFERED BY CONTRACTOR INCLUDING REASONABLE ATTORNEY'S FEES.

12. Miscellaneous

12.1. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses for such Party provided in this Agreement.

12.2. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

12.3. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.4. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12.5. The failure of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other Party hereto in writing by the Party making such waiver.



Elite Windows & Doors

CGC1526484

SHOWROOM

1010 NW 15th Ave
Pompano Beach, FL 33169
954-972-0082

FACTORY

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954-972-0026

- 1.2. The Total Project Price will be paid to Contractor as follows:
- a non-refundable initial deposit of 50% of the Total Project Price will be due (3) days after the Effective Date;
 - an additional payment of 40% of the Total Project Price will be due upon delivery to the Subject Property of the materials for the Project as specified on Schedule A; and
 - a final payment of 10% of the Total Project Price will be due the day of installation, prior to commencement.

At the request of the Owner the Contractor may introduce the Owner to one or more third-party lenders who may provide financing for the Project. Any agreement entered into between the Owner and such third-party lender, and any negotiations related to such agreement, are solely between the Owner and such third-party lender. Contractor has no interest in any such third-party lender and this Agreement is not contingent upon the approval of any such financing.

Certain Projects may be eligible for financing through the PACE program, a financing option for energy efficiency and conservation projects that are paid through a property tax assessment on the Subject Property. Financing is provided directly through one or more approved PACE lenders. Certain origination, lien recording and administrative fees due to the Pace lender may apply. Contractor will be paid directly from the PACE lender following inspection and after Project completion. For more information concerning PACE financing please go to <https://www.floridapace.gov>

3. In the event any amounts due to the Contractor remain unpaid for more than ten (10) days after the due date thereof, then, and in such event, such amounts shall bear interest thereafter at the rate of 1.5% per month (18% per annum) until payment in full has been made.
4. **OWNERS 3 DAY RIGHT TO CANCEL:** If this Agreement is the result of a "home solicitation sale" as used in Florida's "Home Solicitation Sales Act," (Sections 501.021-501.055, Florida Statutes) you have the right to cancel this Agreement if you do not want the Contractor to provide the goods or services related to the Project. Please consult your attorney to determine whether this Agreement is the result of a "home solicitation sale". If this Agreement is the result of a "home solicitation sale" you may cancel this agreement by providing written notice to the Contractor in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement (the Effective Date). If you cancel this Agreement, the Contractor may not keep all or part of any cash down payment.
5. Pursuant to Section 489.126, Florida Statutes where the initial deposit exceeds 10% of the Total Project Price, Contractor shall apply for all required permits within 30 days after the date payment is made, and start the work within 90 days after the date necessary permits for work, if any, are issued.
6. The Project shall be deemed "substantially complete" when all items specified on Schedule A have been constructed or installed. "Punch List" items requiring adjustment repair or cleaning of any constructed or installed item(s) shall not be cause for delay of final payment, but rather shall be considered warranty items. Within five (5) days of notification by Contractor that all work is substantially complete, Owner shall conduct a final inspection of the improvements and prepare a punch list, which, if reasonable and agreeable, shall be signed and dated by both Parties. Contractor shall be responsible for completion of all reasonable items on an approved punch list. Contractor shall be entitled to receive all remaining amounts due under this Contract at the time the punch list is presented and signed by the Parties.

Anticipated Commencement and Time of Completion

1. Contractor shall commence work within sixty (60) days of the issuance of all required building permits, if any, and verification from Owner in writing that all funds necessary for payment of the Total Project Price are available (where PACE Financing or other third-party financing is intended to pay all or a portion of the Total Project Price), whichever shall last occur. Contractor shall diligently pursue and substantially complete all work to be performed under this Agreement within a reasonable period of time, taking into consideration delays that are beyond the control of the Contractor, including, but not limited to, weather conditions, delays in selection or delivery of materials, Change Orders requested by Owner and delays in obtaining all necessary licenses or permits or a certificate of occupancy, if applicable. Contractor shall not be liable to Owner for any losses, costs or damages resulting from or arising out of a delay or inability to perform this Agreement as described herein or caused by any event beyond the reasonable control of the Contractor.

Changes in the Project

1. In addition to any Change Orders necessitated by Owner as contemplated in Section 1.3 above, should concealed conditions, meaning conditions beyond those stated in this Agreement or conditions not reasonably anticipated by the Contractor, encountered in the performance of the Project, the Total Project Price and the anticipated Project completion date shall be mutually adjusted by a Change Order on a claim by Contractor made within ten (10) notice to Owner after the first observance of conditions giving rise to the proposed Change Order.



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4.2. No changes from the original Specifications for the Project set forth on Schedule A shall be made unless the Parties hereto shall agree in writing as to the nature and the extent of such changes, with payment to be made prior to the start of said change; and the Parties enter into an addendum to this Agreement reflecting the Change Order. It is acknowledged by the Parties that Change Orders will add additional construction time to the Project, and may affect the Total Project Price.

4.3. Contractor shall not be obligated to perform any work to correct damage caused by termites or other insects, moisture, mold, dry rot or decay and any work to be performed to correct such damage shall be covered by a Change Order. If any pretreatment for termites or other insects is required, it will be at Owner's expense.

4.4. Any changes, alterations, or additions from Specifications which may be required by any governmental authority, utility, or inspector shall constitute a Change Order and shall be paid for by Owner.

5. Insurance

5.1. Contractor shall carry and maintain at its cost during the performance of the work related to the Project insurance that will protect it from claims under worker's compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and from claims for damage because of injury to or destruction of tangible property at the Subject Property. Worker's Compensation Insurance shall be carried in accordance with requirements of the laws of the State of Florida and the requirements of any other jurisdictions to which other employees may be subject.

5.2. Owner and Contractor waive all rights against each other, subcontractors, and their subcontractors for damages caused by perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and Contractor as applicable.

5.3. Owner and Contractor waive all rights against each other and any subcontractors and their subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance.

5.4. Owner waives subrogation against Contractor, subcontractors, and their subcontractors on all property and consequential loss policies carried by Owner under property and consequential loss policies purchased for the Project after its completion.

5.5. If the policies of insurance referred to in this Section 5 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

6. Indemnification

6.1. Owner waives any rights or claims Owner may have against Contractor for any personal injuries and/or property damages incurred by anyone other than Owner on the Subject Property during the Project, and shall indemnify, defend and hold Contractor harmless from any claims asserted for such alleged injuries and/or damage.

6.2. Owner shall hold Contractor harmless and shall defend and indemnify Contractor for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney's fees, professional witness fees, court costs, and other charges, arising out of or related to (i) Owner's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards, liabilities, or damages for any injury to person or personal property arising out of Owner's use of the Subject Property, except to the extent attributable to the negligence or willful misconduct of Contractor. For purposes of any indemnification provisions in this Agreement, the term "Contractor" shall include its respective officers, directors, employees, agents, sureties, subcontractors, suppliers and servants.

6.3. Contractor shall indemnify, defend and hold harmless Owner from and against any and all claims, including but not limited to claims for bodily injury or death, and any other demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, arising out of or in any way connected with grossly negligent act or omission or error of Contractor in connection with the performance or conduct of any services provided under this Agreement.

7. Warranty

7.1. Contractor represents and warrants to Owner that all materials and equipment provided to Owner in connection with the Project will be new, unless otherwise specified.

7.2. Contractor warrants the labor and materials supplied by Contractor and used in completing the Project will be free of defects for a period of one (1) year from the Project completion date. The responsibility and liability of the Contractor must be limited to things that can be controlled and reasonably foreseen. Notwithstanding the foregoing, with respect to all materials set forth on Schedule A that carry a manufacturer's warranty, the terms and conditions of such warranty shall govern and Owner shall look exclusively to the manufacturer for any loss, claim, or damage suffered by Owner related to any such material.

Initial/s:



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7.3. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE PROJECT AND COMPLETED IN A SUBSTANTIALLY WORKMANLIKE MANNER. CONTRACTOR AGREES TO PROMPTLY MAKE GOOD, WITHOUT COST TO OWNER, ANY AND ALL DEFECTS DUE TO FAULTY WORKMANSHIP WHICH MAY APPEAR WITHIN ONE (1) YEAR FROM THE DATE OF COMPLETION AND ACCEPTANCE OF THE WORK BY OWNER, PROVIDED THAT THE OWNER IS NOT IN BREACH OF THIS CONTRACT INCLUDING HAVING PAID IN FULL PER THE CONTRACT TERMS ANY MONIES DUE. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY BUILDER. ANY IMPLIED WARRANTY OF HABITABILITY EXTENDS ONLY TO THE CONDITIONS OF THE PROJECT AT THE TIME OF COMPLETION AND DOES NOT EXTEND TO ANY CONDITIONS NOT KNOWN OR UNDER THE CONTROL OF THE CONTRACTOR AT THE TIME OF COMMENCEMENT OF THE PROJECT OR TO ANY DEFECT CAUSED BY CONDITIONS OCCURRING SUBSEQUENT TO THE COMPLETION OF THE PROJECT. ANY IMPLIED WARRANTIES INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE DISCLAIMED AND LIMITED TO PROVISIONS OF THIS SECTION.

7.4. Notwithstanding anything to the contrary contained in this Section 7, the warranty provisions contained in Exhibit B shall govern Projects related to replacement roofs.

3. Termination

3.1. Once Owner's right to cancel (as described in Section 2.4 above, if applicable) expires, and should this Agreement then be terminated by the Owner for any reason other than for cause, Owner shall be responsible to Contractor for the Full Purchase Price less the reasonable value of labor and materials not yet delivered or installed and which Contractor may return without penalty as of date of cancellation, plus reasonable attorney fees and reasonable costs of collection. For purposes of this Section 8.1, "cause" shall mean material uncured breach of this Agreement by Contractor which remains uncured after seven (7) days prior written notice to Contractor of the nature of such breach. Owner acknowledges that all building materials that are special orders, custom orders, or orders for non-standard products or materials, as well as products or materials not customarily in stock are non-cancelable and non-refundable and accordingly no credit will be given to Owner for such products or materials.

3.2. Contractor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by Owner that remains uncured for ten (10) days following written notice of such breach by Contractor. In the event termination by Contractor, Owner shall be liable to Contractor for the Total Purchase Price less any amounts paid to Contractor prior to the date of termination.

Acceptance

THE UNDERSIGNED AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT.

BY SIGNING BELOW, THE OWNER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDES, ALL SCHEDULES AND EXHIBITS. OWNER ACKNOWLEDGES THAT OWNER IS ENTITLED TO RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT BEFORE THE COMMENCEMENT OF ANY WORK ON THE PROJECT BY CONTRACTOR.

Customer 1:

Date: 11/07/22

Name: 2206 Fillmore Street LLC

Signature: _____

Customer 2:

Name: Jefferson Properties 18 LLC

Signature: _____

THIS AGREEMENT IS BINDING AND ENFORCEABLE ON CONTRACTOR, UNLESS CONTRACTOR'S HOME OFFICE REJECTS THIS AGREEMENT IN WRITING WITHIN 5 DAYS OF THE "EFFECTIVE DATE."

Elite Representative:

Name: Oren Cohen

Signature: _____

SEE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDES OF PAGE 1 AND 2.

Initials: _____



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Exhibit A: Additional Terms for Window and Door Replacements Master Home Improvement Agreement

Elite Rep: *Oren Cohen*

Job Number: *5981007*

1. **Window Coverings:** Any drapes, blinds, or window coverings will be removed by the Owner prior to the commencement of the Project. Contractor will not be responsible for replacement of any such window coverings or damage to any such window coverings.
2. **Alarm Systems:** If there is an alarm system with window sensors, the Owner is responsible to have their alarm company disconnect and reconnect the alarms. Contractor will not be responsible for replacement of any such alarm systems or damage to any such alarm system.
3. **Old Window and Door Removal and Clean Up:** Contractor will be responsible for the removal and disposal of the old windows and doors.
4. **Product Standards:** All impact and non-impact glass products sold by Contractor are manufactured in accordance with ASTM (American Section of the International Association for Testing Materials) Standards, and the quality and acceptability of this glass will be determined by this standard exclusively. If a dispute should arise about the quality or acceptability of impact glass or non-impact glass, a determination will be made by an independent forensic engineer who must be a full member of the National Academy of Forensic Engineers and that individual must also be mutually agreed on by the Owner and Contractor. In that event, the Parties agree to be bound by the decision made by this independent forensic engineer. In the event that the independent forensic engineer determines that the product is unacceptable, Contractor shall repair the product in a manner acceptable to the independent engineer at no additional cost to the Owner.
5. **Owner Obligations; No Contractor Liability:** Owner acknowledges that Contractor shall have no liability for replacing tiles, carpeting or other flooring that may get damaged during the removal of old windows or doors and the installation of new windows or doors in connection with the Project. Owner further acknowledges that Contractor shall have no liability for the removal or reinstallation of hurricane or decorative shutters, window bars or other security means, window mounted AC units, or for any required interior or exterior painting that may be required incident to the Project. Repairing or replacing any of the aforementioned shall be the sole obligation of the Owner unless explicitly contracted for in connection with the Project.



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Schedule A: Project Specifications Master Home Improvement Agreement

Elite Rep: Oren Cohen

Job Number: 5981007

Anticipated Project Start Date: 2/15/23

Anticipated Project End Date: 3/20/23

General Description of Project and Specified Materials

Price Includes:

☐ Inspection ☐ Engineering ☐ Plans ☒ Permits/Fees ☐ Material ☐ Delivery ☒ Installation ☐ Haul Debris ☒ Insurance/WC

Elite windows to supply and install 2,900 sqft of Bronze Frame with Clear glass Impact windows - Horizontal Roller for Property address 2000 Sefferson Street Hollywood FL 33020
Elite windows will supply & install 4 Impact Rated Doors with Bronze frame & Clear glass.

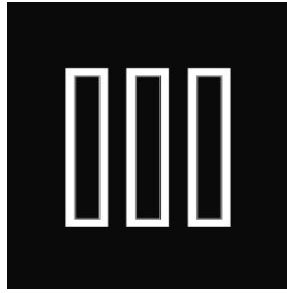
Elite windows is responsible for permit preparation.
Permit Fee is to be paid by owner.

A Deposit of 50% is required for work to commence

Contractor shall obtain and pay for all permits required by any governmental authority unless otherwise specified above. Contractor shall comply with all requirements of such permits. Owner shall secure and pay for approval of any architectural review board, historic preservation society, fine arts groups, or any group, organization, society or association wherever such approval is required by covenant applicable to the Subject Property. Owner shall secure and pay for easements or other necessary property interest for permanent structures or permanent changes in existing facilities necessary to complete the Project. The Owner further covenants that there are no restrictions, easements of covenants restricting or requiring consent to the Project to be performed. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit to complete the Project.

Contractor reserves the right to substitute building materials, equipment, fixtures or other items in the Project which may be necessitated by government agencies, job conditions, design changes deemed necessary by the architect, lending institutions, by the availability of materials, colors, brand names, or by material shortages, strikes, or similar situations, which in Contractor's judgment require such changes, with prior notification to the Owner; provided, however that any substitute materials shall be of substantially similar or better quality to those specified in these Specifications.

Initial/s:



KMJ 26 CONSTRUCTION, LLC
800 S.E. 4th STREET
Hallandale Beach, FL 33009

To: **2206 fillmore LLC**

Re: **Impact Windows for Property Located:**
2000 Jefferson St.
Hollywood, FL 33020

Proposal: **#361087**

Material: **Multi-max Line, Polycron LG Bronze Aluminum Gray Impact Glass.**

1. This proposal will have a copy of the manufacturers order inquiry and shall be reviewed by the client prior to ordering with KMJ 26 Construction, LLC. Client is not responsible for final measurements, KMJ 26 Construction, LLC. Is responsible for any discrepancies. _____

2. Client is fully responsible for City Permits Fees, Notices and Plans _____

3. Client will be notified if any holidays, weather or any other events that could affect the time frame for this proposal and the delivery of its products. This order is estimated to be received in 8 to 10 weeks _____

4. KMJ 26 Construction, LLC. warrants to the client that all materials of this Proposal will be of good quality and new, the products also will have the manufacturers warranty, a copy will be provided with this proposal. This warranty is not for any damages or defects caused by abuse or done by another vendor or contractor

5. The information contained in this agreement and/or project documents are proprietary of KMJ 26 Construction, LLC., it is being made available to the individuals to whom it is addressed on a confidential basis and strictly on the understanding that its contents will not be disclosed or discussed with any third parties except for the individuals own professional advisers _____

6. Terms and Conditions. When placing an order KMJ 26 Construction, LLC., will not be responsible under any circumstances for any work or materials not explicitly specified in the proposal or agreement signed. All installation practices including permits and wind load calculations, if required, must be approved by the city prior to work performed. _____

7. Client is aware that the permit and Installation will be done by a third party, who will be licensed and insured but is not directly an employee or partner of KMJ 26 Construction, LLC. _____

8. Client acknowledges that any changes made to quote may result in a difference of pricing _____

9. Payment Terms. Total Proposal Cost **\$144,900.89** upon agreeing and signing this proposal, an Initial Deposit of **50%** will be required to place this order. Prior to picking up products, a payment is required totaling **40%** and the final balance will be done upon installation of products by the third party selected **10%.**

10. Client is aware that returned checks are subject to a \$35.00 processing fee and a \$20.00 admin fee and all credit card transactions are subject to a 5% processing fee _____

11. Client is aware that KMJ 26 Construction, LLC or any of its contractors or sub-contractors are not responsible to remove or replace any window treatments, blinds, blackouts or curtains prior or post installation of the impact windows. _____

12. Client is aware that deliveries are scheduled from the manufacturer and that he needs to be ready to receive the order upon scheduling. Client is aware that if there are any changes, he will be responsible for \$35 - \$45 storage fees per day and moving charge per each item in the amount \$25- \$30, client will be notified 10 days prior to delivery date _____

13. Client is aware that if there are any cancellations after the order is placed with the manufacturer, there will be a 50% fee that will be non refundable that the manufacturer will keep upon placing the order _____

KMJ Construction, LLC
(Authorized Representative)

2206 Fillmore, LLC
(Property Owner)

MISCELLANEOUS	\$0.00
SHOP DRAWINGS	\$0.00
JOB SITE DELIVERY	\$0.00
TOTALS	
TOTAL	\$144,900.89

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Payment Schedule:

- 50% at order confirmation
- 40% ad delivery to site
- 10% after passed inspection

Signature:_____